

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

**REQUEST FOR PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT**

August 21, 2013

The Town of Avon invites sealed proposals until 12:00 P.M. on September 18, 2013 from prospective farmers to lease, farm, and perform maintenance on agricultural lands and open space located within the Town of Avon.

The documents comprising the Request for Proposals can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Thursday and 8:30 A.M. – 12:30 P.M., Friday.

The Town of Avon reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the lease to the proposal that is in the best interests of the Town.

TOWN OF AVON, CONNECTICUT

**REQUEST FOR PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT**

13/14-4

Proposal Closing Date/Time: September 18, 2013 at 12:00 P.M.

The Town of Avon seeks proposals from prospective farmers to lease, farm, and perform maintenance on certain agricultural land and open space lands located within Avon totaling approximately 144 acres.

One (1) original and four (4) copies of sealed proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will not accept proposals received after the date and time noted above.

The documents comprising this Request for Proposals (RFP) can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda to this RFP and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the date and time noted above.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposal that is in the best interests of the Town.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Required Lease Terms
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure Form
- Proposer's Non Collusion Affidavit Form
- Proposer's Statement of References Form
- Addenda, if any

TOWN OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Avon seeks proposals from prospective farmers to lease, farm, and perform maintenance on certain agricultural land and open space located within Avon totaling approximately 144 acres and described more fully in the attached Schedules A and B. This RFP is not a contract offer, and **no contract will exist unless and until a written lease (the “Lease”) is signed by the Town and the successful proposer.**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Lease, if there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR LEASE

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.town.avon.ct.us, (under “OPPORTUNITIES”) Public Bids & RFPs. **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

3. KEY DATES

| | |
|--|---|
| Pre-Proposal Conference or Site Visit: | Voluntary – September 9, 2013 at 9:00 a.m. |
| Proposal Closing Date: | September 21, 2013 at 12:00 p.m. |
| Interviews: | To be determined; see Section 21 |
| Preliminary Notice of Award: | Within 60 days of Closing Date. |
| Lease Execution: | Within 10 days of Preliminary Notice of Award |

A voluntary site visit of the properties is scheduled to take place at 9:00 AM on Monday, September 9, 2013. The site visit will commence in the gravel parking lot located on eastern side of Tillotson Road, several hundred feet south of the intersection of Tillotson and Old Farms Roads.

The Interviews, Preliminary Notice of Award and Lease Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Thursday and 8:30 A.M. – 12:30 P.M., Friday.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to Proposal Closing Date/Time. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late proposals or submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

One (1) original and four (4) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Closing Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing, so long as the Town receives the withdrawal prior to the Proposal Closing Date. Proposals are considered valid and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the closing date, in order to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Brandon Robertson, Town Manager
Department: Town Manager's Office
E-mail: brobertson@town.avon.ct.us
Phone: 860-409-4300
Fax: 860-409-4368

Questions concerning this RFP's Specifications are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Bruce Williams, Director
Department: Department of Public Works
E-mail: bwilliams@town.avon.ct.us
Phone: 860-673-6151
Fax: 860-673-0338

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than ten (10) business days before the Proposal Closing Date. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall become part of this RFP and the resulting Lease, containing all questions received as provided for above and decisions regarding same.

At least five (5) calendar days prior to Proposal Closing Date, the Town will post any addenda on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL (BID) SECURITY

This item is not applicable to this RFP.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the property and the scope of services to be performed on the property as described in this RFP, and it is capable of performing such services to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

This item is not applicable to this RFP.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

This item is not applicable to this RFP.

20. DELIVERY ARRANGEMENTS

This item is not applicable to this RFP.

21. AWARD CRITERIA; PRELIMINARY SELECTION; LEASE EXECUTION

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal.

The Town will select the proposal that meets the criteria set forth in the RFP and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any proposer if, in the sole judgment of the Town, the proposer's past performance gives rise to a substantial risk that the proposer may not provide satisfactory performance.

If interviews are deemed necessary, a short list of Proposers will be developed and specific information required for the interviews will be provided to Proposers at the time of notification. Generally, interviews are 40-60 minutes long; initial presentations are typically limited to 20 minutes and final 20-40 minutes are reserved for questions and subsequent discussion. The key person(s) to be assigned to this project must be present at this interview.

The Town generally will not award the proposal to any business that, or person who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The Preliminary Notice of Award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Lease is executed by the Town and the proposer.**

If the proposer does not provide all required documents and execute the Lease within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Interviews, Preliminary Notice of Award and Lease Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Lease will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Lease will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Lease and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Lease.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer’s obligations under this section shall survive the termination or expiration of the Lease.

24. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer’s Non Collusion Affidavit Form that is part of this RFP.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF AVON, CONNECTICUT

REQUIRED LEASE TERMS

The following provisions will be mandatory terms of the Town's Lease with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Lease Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

1. INDEMNITY

Lessee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, or assigns, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, (collectively, "Claims") that, directly or indirectly, arise out of or relate to lessee's use of the property, including but not limited to: (i) any incident occurring on or resulting from the property; (ii) any conditions of or on the property, and (iii) any presence, disposal, release or threatened release of any hazardous substances on the property.

Without limiting the foregoing, the obligation to indemnify includes injuries to persons (including injuries resulting in death occurring on or resulting from the property) and injuries to property (including injuries to the environment).

In any and all claims against the Town Indemnified Parties made or brought by lessee, any employee of the lessee, anyone that is directly or indirectly employed or contracted with by the lessee, or anyone for whose acts or omissions the lessee is or may be liable, the lessee's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the lessee under workers' compensation acts, disability benefit acts, or other employee benefits acts. The lessee's obligations under this section shall not be limited in any way by any limitation on the amount or type of the lessee's insurance.

The lessee shall be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the lessee's obligations under this section. The lessee's obligations under this section shall survive the termination or expiration of the lease. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the lessee.

2. WAIVER AND RELEASE; LIMIT ON DAMAGES

Lessee, for itself, its representatives, successors and assigns, hereby waives and releases the Town, its employees, officers, volunteers or agents from any and all claims that it may have now or in the future for damages or injuries of any sort, including, without limitation, lost profits and indirect, incidental and consequential damages, arising out of or traceable to the following: (i) the lease of the property, (ii) the condition of the property or (iii) any use to which either the lessee or the Town may put the property. Irrespective of the foregoing, the obligation to indemnify does not apply to Claims that are solely and directly caused by the Town Indemnified Parties.

3. **NO ASSIGNMENT**

Lessee may not assign, transfer, sublet, or encumber the lease or its interests in the property or grant any license, concession or other rights for third parties to use the property, without the Town's written consent, which consent may be withheld in the Town's sole discretion. In addition to the Town's written consent as a prerequisite, the Town may require copies of any and all agreements between the lessee and any approved third party as a condition of approval. Nothing herein shall prevent Lessee from hiring third-party contractors to assist lessee with its farming operations, provided that such contractors shall be bound by the requirements of the lease.

3. **W-9 FORM**

The successful proposer must provide the Town with a completed W-9 form before Lease execution.

4. **TOWN INSPECTION OF WORK**

The Town may, at its option, conduct, or cause to be conducted, upon reasonable notice to the lessee, inspections, including but not limited to environmental inspections, of the Property to determine whether the lessee is complying with its obligations under the lease and any applicable laws.

5. **MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Lease or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

6. **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

In the performance of the Lease, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Lease, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful proposer shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972,

United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Lease and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Lease and may result in ineligibility for further Town contracts.

7. **SUCCESSFUL PROPOSER PERSONNEL MUST BE AUTHORIZED TO WORK**

The successful proposer confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Lease are authorized for employment in the United States. The successful proposer further confirms that it has properly completed I-9s for all employees. The successful proposer agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful proposer are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful proposer. The successful proposer agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful proposer or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

9. **CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP**

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Lease effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Lease and to exercise any or all of its rights at Law, in equity, and/or under the Lease.

10. **VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Lease shall not affect the remaining portions so long as the material purposes of the Lease can be determined and effectuated.

11. **COMPLIANCE WITH LAWS; PERMITS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its proposal and the performance of the Lease. The successful proposer shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Lease, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

13. **CONNECTICUT LAW AND COURTS**

The Lease shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Lease to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED LEASE TERMS

TOWN OF AVON, CONNECTICUT
SPECIFICATIONS FOR
PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT

The Town of Avon seeks proposals from prospective farmers to lease, farm, and perform maintenance on certain agricultural land and open space located within Avon totaling approximately 144 acres and described more fully in the attached Schedules A and B. It is anticipated that the term of the lease shall be for three (3) years, with the option to extend for two, additional one-year renewals, if mutually desired, for a total of five (5) years. If mutually desired, the Town may choose to renegotiate the lease term beyond the initial five (5) year period, but shall under no circumstances be obligated to do so.

The properties will be available to prospective farmers on January 1, 2014. All types of agricultural activities may be proposed. Among other things, the Town will consider overall impact on the productivity and condition of the land by the proposed agricultural activities. The use of some fertilizers, herbicides, fungicides, animal or human waste may be restricted on some or all of the subject properties; proposals must include, by name, purpose, and location, any of the above referenced applications. The Town reserves the right to limit or restrict the uses to which the properties will be put, and/or to require that the land be utilized in accordance with applicable agricultural and/or environmental standards, practices, and laws.

Proposals must include a description of the proposed use(s), including equipment to be used and methods to be employed, a general timeline for the proposed use(s) through the growing season(s), including a description of the appearance of the property at each stage of the growing season(s), and a brief overview of the proposer's approach and plan to maintain the premises. To the extent the Town desires additional information, a short list of finalists may be asked to prepare business plans describing, in as much detail as practical, their proposed use of the properties.

Pursuant to CGS § Sec. 22a-354m, prospective farmers will be required to submit a Farm Resources Management Plan (FRMP) for utilization of the lands during the term of the lease. The FRMP should consider measures to minimize soil erosion and maintain the productivity of the land. Prospective farmers interested in submitting a proposal are encouraged to visit the properties. A voluntary site visit shall be conducted on September 9, 2013 at 9:00 a.m. The site visit will commence in the gravel parking lot located on the eastern side of Tillotson Road, several hundred feet south of the intersection of Tillotson and Old Farms Roads.

Property Depicted in Schedule A

The agricultural lands depicted in Schedule A (approximately 108 tillable acres) are located on the east side of Tillotson Road in Avon, south of Old Farms Road and north of the Farmington town line. Currently, silage corn is being grown on this property, which will be harvested in late fall. It is anticipated that the stalks (approx. 5' tall) will be left standing. The lessee will be responsible for roadside mowing and fence repairs/maintenance along the east side of Tillotson Road from the Farmington town line to the intersection with Old Farms Road and along the south side of Old Farms Road from the intersection with Tillotson to the Farmington River. In addition, the lessee will be responsible for maintaining a mowed, 10 foot buffer between the fields and woods along the tree line abutting the Farmington River. The lessee will also be required to establish a

permanent cover, such as rye, on all of the tillable acres prior to the end of the lease period. The property depicted in Schedule A are easily viewed from either Tillotson or Old Farms Roads.

Property Depicted in Schedule B

The agricultural lands depicted in Schedule B (approximately 36 tillable acres) are located to the north of the Fisher Meadows Recreation Area in Avon and are accessible from two locked gates off of Old Farms Road. Currently, field grass and some shrubs grow on these parcels. The lessee will be required to maintain a mowed, 10 foot buffer between the existing fields and woods along tree lines. The lessee will also be required to establish a permanent cover, such as rye, on all of the tillable acres prior to the end of the lease period. The property depicted in Schedule B is blocked by locked gates.

END OF SPECIFICATIONS

TOWN OF AVON, CONNECTICUT
INSURANCE REQUIREMENTS FOR
PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT

General Liability & Automobile Coverage Requirements: Farming Operations:

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury Per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate * \$2,000,000
 - Damage to Rented Premises \$ 100,000
 - b. Umbrella Liability Coverage:
 - 1. If no livestock ** \$1,000,000
 - 2. With livestock ** \$3,000,000
 - c. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability \$1,000,000
 - d. Worker's Compensation, as required by Connecticut State statutes.
 - e. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
 - f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
 - g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
 - h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743. Endorsements to the contractor's policies may be used to comply with this requirement.
 - i. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.
- * Including product liability coverage for any product sold on or from the farm, whether produced on the farm or elsewhere.
- ** Coverage for raised livestock permitted to roam, including horses, cattle, pigs, goats, etc.; poultry is not considered livestock.

TOWN OF AVON, CONNECTICUT
PROPOSAL FORM
PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT

PROPOSER'S FULL LEGAL NAME:

PRICE PROPOSAL: This page is to be submitted in a separate, sealed envelope

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property (if applicable), and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To lease agricultural lands depicted in Schedules A and B and perform the maintenance described in the General Specifications, for the per acre per year price of:

_____/100 Dollars (write out in words).

| Parcel | Acre / Year Price (A/B) | Tillable Acres | Total Annual Lease Price |
|--------------------|------------------------------------|-----------------------|-------------------------------------|
| Schedule A | \$ | 108 | \$ |
| Schedule B | \$ | 36 | \$ |
| Total Price | | | \$ |

A short list of finalists may be asked to prepare business plans describing, in as much detail as practical, their proposed use of the properties as described in the Specifications. Such plan must include by name, purpose, and location, any fertilizers, herbicides, fungicides, animal or human waste that are anticipated to be used on the properties.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the **Required Lease Terms** beginning on page 12 of this RFP. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the **Required Lease Terms**. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes _____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the proposer aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
"permanent place of business."

Proposer's Full Legal Name

(print)
Name and Title of Proposer's Authorized Representative

(signature)
Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public

My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF AVON, CONNECTICUT

**PROPOSALS TO LEASE AGRICULTURAL
LANDS IN AVON, CONNECTICUT**

PROPOSER'S STATEMENT OF REFERENCES FORM

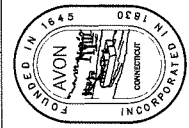
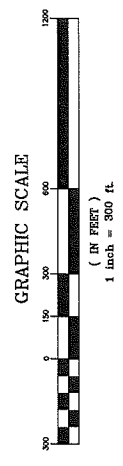
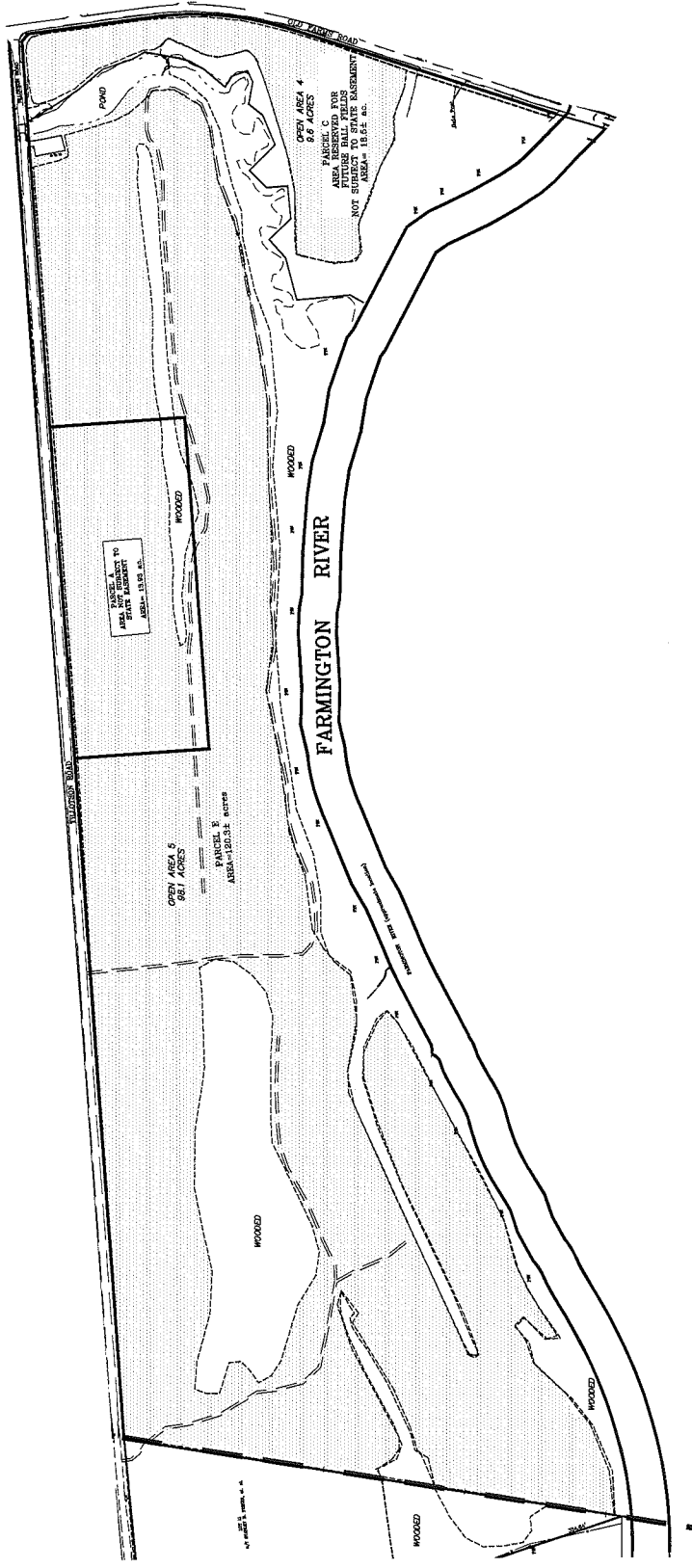
Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

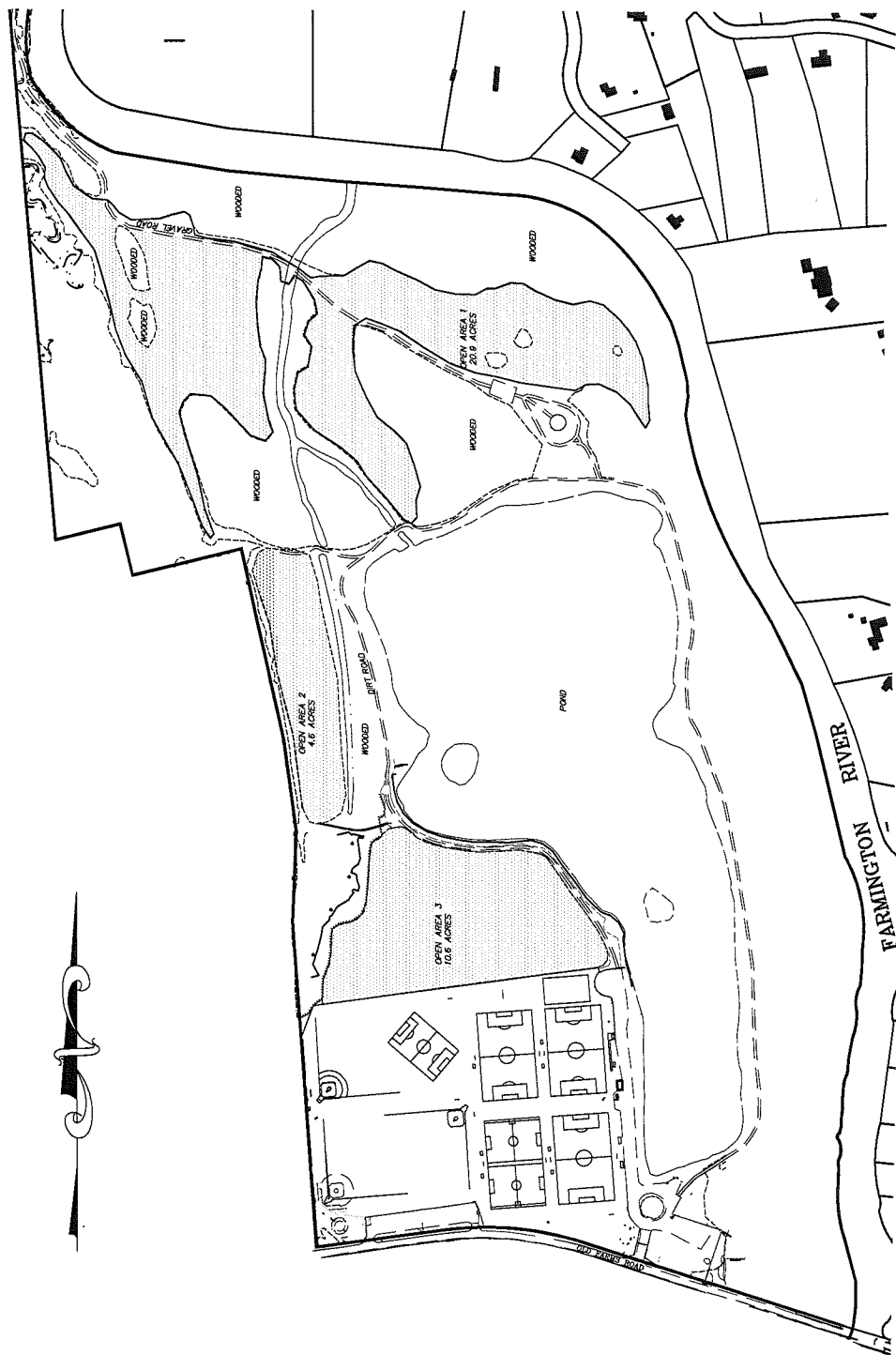
2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

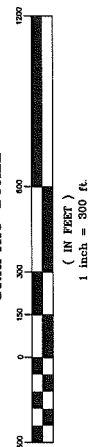
END OF STATEMENT OF REFERENCES FORM



| | | | |
|--|--|---------------------------------|--|
| DATE | | REVISION | |
| TOWN OF AVON | | Engineering Department | |
| 60 West Main Street, Avon, Connecticut 06001 | | 860-409-4322 | |
| SCHEDULE A | | COMPILATION MAP SHOWING FARMING | |
| AREA EAST SIDE OF TILLOTSON ROAD | | OLD FARMS RD & TILLOTSON RD | |
| AVON, CONNECTICUT | | SCALE: 1 IN. = 300 FT. | |
| DATE: JULY 22, 2013 | | SHEET: 1 OF 1 | |



GRAPHIC SCALE



REVISION

DATE

TOWN OF AVON *Engineering Department*
60 West Main Street, Avon, Connecticut 06001
860-409-4322



SCHEDULE B
COMPILATION MAP SHOWING FARMING
AREA NORTH SIDE OF OLD FARMS ROAD
OLD FARMS RD & TILLOTSON RD
AVON, CONNECTICUT

SCALE: 1 IN. = 300 FT. DATE: JULY 31, 2013 DATE: JULY 31, 2013 SHEET: 1 OF 1